

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks and Lands Division

DATE: August 22, 2023

REQUESTED ACTION: Authorize the county manager to execute amendment no. 1 to interagency agreement K3540 between Clark County and the Washington State Department of Agriculture for Japanese knotweed control in the county, to increase funding from \$25,000 to \$55,000 and extend the term to June 30, 2025. Authorize the County Manager to execute any future amendments necessary to complete the project.

 X Consent Hearing County Manager

BACKGROUND

The Washington State Department of Agriculture (WSDA), through the State Noxious Weed Control Board, distributes funding biennially to counties with active noxious weed control programs. Application for the funds is solicited and awards are made based on an equal distribution of available monies to all counties that apply. WSDA awarded Clark County \$25,000 for the control of Japanese knotweed for the previous biennium from July 1, 2021, to June 30, 2023, and Council authorized the County Manager to execute interagency agreement no. K3540 on October 5, 2021 (PW21-163).

WSDA has provided an amendment to the agreement for the next biennium from July 1, 2023, to June 30, 2025. Through the amendment, WSDA will provide Public Works with an additional \$30,000 for the control of Japanese knotweed in Clark County increasing the not-to-exceed amount to \$55,000. Public Works Noxious Weed Management program has used state funds to control Japanese knotweed in various watersheds throughout the county since the early 2000s. These funds help to off-set general fund expenses used to control the state listed noxious weed, Japanese knotweed.

COUNCIL POLICY IMPLICATIONS

Council previously authorized the County Manager to execute this agreement through staff report no. PW21-163. This request seeks authorization for the County Manager to execute amendment no. 1 to the agreement and any future amendments necessary to complete the project.

ADMINISTRATIVE POLICY IMPLICATIONS

Pursuant to Clark County Code chapter 2.09.030(f), the County Manager may execute interlocal agreements upon approval of Council.

COMMUNITY OUTREACH

Upon execution of the grant agreement, Clark County will begin contacting landowners in the upper reaches of several watersheds throughout the county regarding knotweed control. These efforts will include direct mailing, social media outreach, and information on the county website.

PW23-168

REVIEWED: cl

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$30,000
Fund	0001
Cost Center	CC248
BASUB	B5536000
Program	PG0582

ATTACHMENTS: (1) Amendment 1 to K3540; (2) PW21-163

Kevin Tyler *for Rocky Houston*
 Rocky Houston
 Parks and Lands Division Manager

Sherry Villafane
 Sherry Villafane
 Public Works Finance Manager

Kenneth A. Lader, P.E. *for Ken Lader*
 Kenneth A. Lader, P.E.
 Public Works Director/County Engineer

Primary Staff: Kevin Tyler, x1656

APPROVED: 
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: Aug. 22, 2023

SR# 170-23



PW23-168

REVIEWED: cl

Contract Number: K3540

**AMENDMENT NO. 1
CONTRACT NO. K3540
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLARK COUNTY
AND ITS AGENT
CLARK COUNTY NOXIOUS WEED CONTROL BOARD**

Contract number K3540, including any subsequent modifications thereto, between the Washington State Department of Agriculture and Clark County and its agent Clark County Noxious Weed Control Board, is hereby amended under the provisions of the *Agreement Alterations and Amendments* clause and by the mutual consent of all parties hereto, as follows:

- The end date of the “*Period of Performance*” is extended from June 30, 2023, to June 30, 2025, unless terminated sooner as provided by the original contract.
- Adds \$30,000 to the contract, available July 1, 2023, to June 30, 2025.
- All previously awarded funds (\$25,000) **do not carry over** and must be spent by June 30, 2023.
- Funds added by this Amendment will be used to continue Knotweed control activities as described in the “*Plan of Work*” during the period, July 1, 2023, to June 30, 2025.
- All “*Deliverables*” remain same as original contract with annual reports due December 1, 2023, and December 1, 2024.
- Funds available July 1, 2021, to June 30, 2023: \$25,000.00
Funds available July 1, 2023, to June 30, 2025:
 - 1. Salaries and benefits.....\$29,000.00
 - 2. Indirect (cannot exceed 5% of salaries and benefits)\$1,000.00Total funds available July 1, 2023, to June 30, 2025: \$30,000.00
Contract K3540 Total **\$55,000.00**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment.

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE

CLARK COUNTY

BY: _____

BY: 

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

After July 1, 2023

Kevin A. McDowell

Approved as to form only:
Kevin A. McDowell, Deputy Prosecuting Attorney

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks and Lands Division

DATE: October 5, 2021

REQUESTED ACTION: Authorize the County Manager to execute an interagency agreement between Clark County and the Washington State Department of Agriculture and to provide funding in the amount of \$25,000 to control invasive Japanese knotweed within the county.

☒ Consent ☐ Hearing ☐ County Manager

BACKGROUND

The Washington State Department of Agriculture (WSDA), through the State Noxious Weed Control Board, distributes funding annually to counties with active noxious weed control programs. Application for the funds are solicited, and awards are made based on an equal distribution of available monies to all counties that apply. WSDA recently issued a solicitation for the control of Japanese knotweed.

Public Works was awarded \$25,000 for the control of Japanese knotweed in Clark County. Public Works Vegetation Management program has used state funds to control Japanese knotweed in the Lewis and Washougal watersheds since the early 2000s. These funds help to off-set general funds expenses used to control the state listed noxious weed, Japanese knotweed.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

Expense budget for this work will be included in the 2022 baseline budget for Vegetation Management and costs incurred in the control of Japanese knotweed will be reimbursed to the general fund.

COMMUNITY OUTREACH

Community outreach was not a requirement of the state's Japanese knotweed request for proposals process because funding is available only for noxious weed control boards. Upon execution of the interagency agreement, Clark County will contact landowners in the Gibbons Creek, North and East Forks, Cedar Creek and Little Washougal watersheds regarding knotweed control.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$25,000
Account	General Fund
Company Name	Washington Department of Agriculture

ATTACHMENTS: (1) Contract No. K3540 Interagency Agreement for Japanese Knotweed Control

Rocky Houston

Rocky Houston
Parks and Lands Division Manager

Eva Haney

Eva Haney, CGFM
Interim Public Works Director

Primary Staff Contact: Denielle Cowley, ext.1761

APPROVED: Eileen S. O'Brien
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: 10-5-2021

SR# 170-21



Contract Number: K3540

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLARK COUNTY
AND ITS AGENT
CLARK COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Clark County and its agent, Clark County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Clark County and its agent, Clark County Noxious Weed Control Board, funding for a project to control invasive knotweed species within the riparian corridors of Clark County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Clark County through its agent, Clark County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2021 and end on June 30, 2023, unless terminated sooner or extended by WSDA as provided herein through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$25,000.00. Only reasonable costs incurred in direct relation to the Clark County Knotweed Control and Eradication Program, as detailed in Attachment "A", will be reimbursed to Clark County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

Projects in riparian habitats will begin at the farthest upstream infestation and continue downstream. **This funding may not be used downstream of a landowner that has not given written permission for entry and treatment (Attachment C).** Any deviation requires prior written permission from WSDA.

BILLING PROCEDURE

Clark County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K3540 on all invoices. Payment to Clark

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County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Clark County does not have an invoice template to request payment, Clark County can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. **In no case can this be more than 10 days past the end of the biennium.**

DUPLICATION OF BILLED COSTS

Clark County shall not bill WSDA for services performed under this contract, and WSDA shall not pay Clark County, if Clark County has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, WSDA may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent

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with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, Clark County shall not subcontract any of the contracted services without the prior approval of WSDA. Clark County is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Clark County or its Subcontractors to perform the obligations of this Agreement shall not discharge Clark County from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Clark County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee

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authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Clark County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Clark County and its agent, Clark County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Clark County or its agent, Clark County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Clark County and its agent, Clark County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Clark County and its agent, Clark County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Terms and conditions contained within this Agreement;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B);

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- e. Permission to Enter Private Land and Waiver of Liability (Attachment C); and
- f. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Clark County and its agent, Clark County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Clark County and its agent, Clark County Noxious Weed Control Board, to WSDA for any breach in the performance of Clark County and its agent Clark County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is: Jonathan Still, Knotweed Coordinator
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 280-6363
jstill@agr.wa.gov

The Agreement administrator for Clark County is: Kevin Tyler, Lands Manager
Clark County Public Works
PO Box 9810
Vancouver, WA 98666
(564) 397-4258
Kevin.tyler@clark.wa.gov

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

CLARK COUNTY

By: _____

By: _____

Title: Asst. Director

Title: _____

Date: 12/01/21

Date: _____

APPROVAL AS TO FORM ONLY
Anthony F. Golik
Clark County Prosecuting Attorney

By: _____

Bill Richardson
William Richardson
Deputy Prosecuting Attorney

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**ATTACHMENT A
Plan of Work
Clark County
and its agent Clark County Noxious Weed Control Board
Project for Knotweed Control
July 1, 2021 to June 30, 2023**

County Knotweed Control Criteria:

Clark County through its agent, Clark County Noxious Weed Control Board, will conduct control work on knotweed infestations located within the riparian corridors of Clark County. The control of any knotweed species not located in a riparian corridor requires written permission from the WSDA knotweed coordinator prior to any treatments or work. Treatment of these areas will utilize funding allotted by the state legislature for control of knotweed species during the 2022-2023 state fiscal biennium. Control shall include field survey directly associated with areas to be treated.

Minimum work specifications: workers will be hired or contracted to treat knotweed infestations known or discovered in the area identified above. Clark County knotweed control employees or contractors will use an integrated weed management approach, in conjunction with the best management practice for the control of invasive knotweed species. Projects in riparian habitats will begin at the farthest upstream infestation and continue downstream. This funding may not be used downstream of a landowner that has not given written permission for entry and treatment (Attachment C). **Funding stops where permission stops.** All control methods will be employed consistent with the laws, rules and regulations of Washington State, Clark County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Clark County, or subcontractors to Clark County, must enter into a contract with WSDA under which Clark County, or subcontractors to Clark County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The crew, as discussed on the following sections, will work closely with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator, and be active in the field from July 1, 2021 to June 30, 2023, as allowed by the variable growth season of knotweed and any required preparation or conclusion times. Work will only take place on property for which the Clark County Noxious Weed Control Board has obtained prior written permission for entry and treatment, utilizing the permission form provided by WSDA (Attachment C) or any applicable permission form approved by WSDA, from the landowner or tenant. Clark County Noxious Weed Control Board will also provide access to these properties for the WSDA Knotweed Control Coordinator. Changes made to any permission form must be approved by WSDA prior to the performance of any work on that property undertaken under terms of this Agreement.

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Work Crew and Work Hours:

The knotweed control crew will work or be under contract with the county noxious weed control board during the specified period, dedicating their time to controlling knotweed in the project area.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator.

Equipment:

The knotweed control crew will use all available tools for control, including manual controls and herbicide applications, to control knotweed infestations in Clark County. The control crew may use equipment provided by other agencies, provided the county noxious weed coordinator and the WSDA Knotweed Control Coordinator agree to the usage of the equipment and materials.

Program Needs Provided by WSDA:

WSDA may furnish the knotweed control crew with herbicide, public information fliers, public notification signs, and other equipment as the WSDA Knotweed Control Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the county knotweed control crew will primarily go towards salaries and benefits, travel, supplies and equipment expenses for the crewmembers. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Clark County Knotweed Control Program will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator will submit a written report to the WSDA Agreement administrator, documenting the work conducted in Clark County, as follows: A season ending report is due December 1, 2021 and December 1, 2022, which will include the following: date(s) of control activities, map of project area(s), the type of control conducted, solid acres of knotweed treated, acres of knotweed protected, number of river miles worked, number of landowners assisted, and photo documentation of selected sites, including before and after treatment photos. The county noxious weed coordinator will supply WSDA with all geographic information system data that is generated as a result of this Agreement. Final payment under this Agreement will not be made until the season ending report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

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ATTACHMENT B
Budget
Clark County
and its agent Clark County Noxious Weed Control Board
Knotweed Control Project
July 1, 2021 to June 30, 2023

Total payment to Clark County and its agent Clark County Noxious Weed Control Board will not exceed \$25,000.00 in fiscal biennium 2023 (i.e., July 1, 2021 through June 30, 2023).

1. Salaries and benefits.....	\$21,600.00
2. Supplies, equipment, and travel.....	\$2,400.00
3. Indirect (cannot exceed 5% of salaries and benefits).....	\$1,000.00
TOTAL:	\$25,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

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ATTACHMENT C
Permission to Enter Private Land and Waiver of Liability
Clark County
and its agent Clark County Noxious Weed Control Board
Project for Knotweed Control

PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY

THIS AGREEMENT INCLUDES PERMISSION TO ENTER PRIVATE PROPERTY AND A WAIVER OF CERTAIN CLAIMS OF LIABILITY. READ CAREFULLY BEFORE SIGNING.

This Permission to Enter Private Land and Waiver of Liability is made between the Clark County Noxious Weed Control Board, hereafter referred to as "the Board," and _____, hereafter referred to individually or collectively as "the property owner(s)."

INTRODUCTION

1. The control and eradication of noxious weeds on public and private lands is in the public interest and the presence of invasive knotweeds (*Polygonum spp.*) on private lands threatens wildlife habitat and provides a source for renewed infestation of other private and public lands. Effective eradication of knotweeds requires concerted effort on both public and private lands to protect our natural resources.
2. The Board and its agents desire to perform activities to eradicate and/or control knotweed on public and private lands within Clark County. These activities are authorized and carried out under one or more of the following chapters: 17.04 RCW, 17.06 RCW, 17.10 RCW, and 17.24 RCW.
3. The property owner(s) is/are the sole owner of property located at _____ in Clark County, Washington, hereafter referred to as "the property."
4. The property owner(s) is/are interested in and benefited by the eradication and/or control of knotweed on the property.
5. The property owner(s) and the Board desire to memorialize an agreement for the purpose of eradication and/or control of knotweed on the property.

AGREEMENT

1. **Permission.** In consideration of the benefits described above, the property owner(s) grant permission to the Board and its agents, contractors, cooperators and employees to enter onto the property from July 1, 2021 to December 31, 2025 to perform activities to eradicate and/or control knotweed on the property. The property owner(s) acknowledge and agree that these activities may include the application of herbicide to the property.

The property owner(s) also grant permission to agents, contractors, cooperators and employees of the Washington State University and/or the Washington State Department of Agriculture to enter onto the property from July 1, 2021 to December 31, 2025 for the purpose of monitoring and evaluating the success of knotweed eradication and/or control activities.

2. **Expiration and Revocation.** The Board and its agents, contractors, cooperators and employees are permitted to enter the property on all of the above dates and until December 31, 2025, or until this permission is revoked, whichever occurs first. The property owner(s) may revoke this permission by

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presenting a written letter of revocation to the Board. The revocation is effective five (5) business days after receipt by the Board.

3. **Liability Waiver.** The purpose of entry onto the property is to perform activities to eradicate and/or control knotweed. The property owner(s) expressly agree to hold harmless the Board, the Washington Department of Agriculture (WSDA), and the agents, contractors, cooperators and employees of the Board, or WSDA, and to waive any claim of liability against the Board, WSDA, and the agents, contractors, cooperators and employees of the Board, or WSDA, for any injury, damage, or harm which is the logical and intended consequence of activities properly performed to eradicate and/or control knotweed.

The Board and its agents, contractors, cooperators and employees agree to waive any claim of liability against the landowner for any injury, damage, or harm which is not the consequence of the landowner's negligence. As to any other act or omission of either party under this agreement, each party shall be responsible for its own acts or omissions and those of its officers, employees and agents under this agreement. No party to this agreement shall be responsible to the other for the acts or omissions of entities or individuals not a party to this agreement.

4. **Entire Agreement.** This Permission to Enter Private Land and Waiver of Liability contains the entire agreement between the parties with regard to the matters set forth herein.
5. **Applicable Law.** This Permission to Enter Private Land and Waiver of Liability shall be construed and interpreted according to the laws of the State of Washington.

BY THE SIGNATURE BELOW, THE PROPERTY OWNER(S) DECLARE THAT THE TERMS OF THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED AND EXPRESSLY WAIVE ANY CLAIM THAT THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY IS NOT FAIRLY AND KNOWINGLY MADE.

Property Owner(s)/Legal Representative: _____

Property Owner(s) Mailing Address: _____

Street

City

County

Zip

Telephone Number(s): _____

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of authorized representative,
Clark County Noxious Weed Control Board

Signature of authorized representative,
Clark County Noxious Weed Control Board

Date

Contact information for the Clark County Noxious Weed Control Board:

Justin Collell, 564-397-6140
4700 NE 78th St, Building G
Vancouver, WA 98665